



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 16000000008

NOT TO EXCEED AMOUNT:

Begin Date: 11/17/2015

Procurement Folder: 4404

Expiration Date: 11/15/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/14/19

Version Number: 13

CONTACT INFORMATION

REQUESTOR:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

ISSUER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

BUYER:

Patrick Hemme

334-242-7173

Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191A - VEHICLES, ALTERNATIVE FUEL-E85

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000042177: Stivers Ford Lincoln

4000 Eastern Boulevard

Montgomery AL 36116

Contact:

Billy Bruce

3346135000 EXT: 5056

Bbruce@Stiversonline.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07006530000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

No Longer Available

VEHICLE, FULL-SIZE SEDAN, FRONT-WHEELDRIVE, ALTERNATIVE FUELWHEELBASE: 110" MINIMUMENGINE: V6 ONLY4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: __FORD__MODEL: __TAURUS__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

No Longer Available

VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,2-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: __Ford__MODEL: __Explorer__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

No Longer Available

VEHICLE, MID-SIZE SUV, ALTERNATIVE FUEL,4-WHEEL DRIVE, 7 PASSENGER MINIMUMWHEELBASE: 105" - 115.9"ENGINE: V64 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: __Ford__MODEL: __Explorer__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

No Longer Available

VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __Ford__MODEL: __F-150__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$20,599.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 4900, REG CAB 4X4 FORD F-150

VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, REGULAR CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD__MODEL: __F-150__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$21,851.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X2 FORD F-150

VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 2GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __Ford__MODEL: __F-150__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$24,936.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 4900, CREW CAB 4X4 FORD F-150

VEHICLE, MID-SIZE TRUCK, ALTERNATIVEFUEL, CREW CAB, 4 X 4GVWR: 4,900 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD__MODEL: __F-150__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$19,682.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X2 FORD F-150

COMMODITY / SERVICE INFORMATION

VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, EXTENDED CAB, 4 X 2 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$22,707.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 4900, EXTENDED CAB 4X4 FORD F-150

VEHICLE, MID-SIZE TRUCK, ALTERNATIVE FUEL, EXTENDED CAB, 4 X 4 GVWR: 4,900 MINIMUM ENGINE: 4-CYLINDER 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$23,139.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVRW 6000, CREW CAB 4X2 FORD F-150

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUEL GVWR: 6,000 MINIMUM ENGINE: V8 with minimum 355 hp, 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	\$26,235.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVWR 6000 CREW CAB 4X4 FORD F-150

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUEL GVWR: 6,000 MINIMUM ENGINE: V8 with minimum 355 hp, 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	\$20,959.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVWR 6000, EXTENDED CAB 4X2 FORD F-150

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 2, EXTENDED CAB, ALTERNATIVE FUEL GVWR: 6,000 MINIMUM ENGINE: V8 with minimum 355 hp, 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	EA	\$23,990.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVWR 6000, EXTENDED CAB 4X4 FORD F-150

VEHICLE, FULL-SIZE TRUCK, 1/2 TON, 4 X 4, EXTENDED CAB, ALTERNATIVE FUEL GVWR: 6,000 MINIMUM ENGINE: V8 with minimum 355 hp, 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-150 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	EA	\$23,378.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVWR 8600, CREW CAB 4X2 FORD F-250

VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 2, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUEL GVWR: 8,600 MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-250 __

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	EA	\$25,838.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.

TRUCKS, PICKUP, GVWR 8600, CREW CAB 4X4 FORD F-250

VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 4, CREW CAB, MINIMUM 39" LEG ROOM, ALTERNATIVE FUEL GVWR: 8,600 MINIMUM ENGINE: V8 4 WHEEL ABS A/C AND HEAT AM/FM RADIO AUTOMATIC TRANSMISSION TILT STEERING MAKE: __ FORD __ MODEL: __ F-250 __

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	EA	\$22,956.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
 TRUCKS, PICKUP, GVWR 8600, EXTENDED CAB 4X2 FORD F-250
 VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 2, EXTENDED CAB, ALTERNATIVE FUELGVWR: 8,600 MINIMUMENGINE: V84 WHEEL ABSA/C
 AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD__ MODEL: __F-250__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	EA	\$25,416.000000	\$0.00			\$0.00	\$0.00

07048740000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
 TRUCKS, PICKUP, GVWR 8600, EXTENDED CAB 4X4 FORD F-250
 VEHICLE, FULL-SIZE TRUCK, 3/4 TON, 4 X 4, EXTENDED CAB, ALTERNATIVE FUELGVWR: 8,600 MINIMUMENGINE: V84 WHEEL ABSA/C
 AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD__ MODEL: __F-250__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07093620000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
 No Longer Available
 VEHICLE, COMPACT VAN, ALTERNATIVE FUEL,5 PASSENGERENGINE: 4-CYLINDER4 WHEEL ABSA/C AND HEATAM/FM
 RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE:
 __FORD__ MODEL: _TRANSIT CONNECT XLT WAGON__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07093620000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
 No Longer Available
 VEHICLE, FULL-SIZE VAN, ALTERNATIVE FUEL, 1/2 TON,8 PASSENGERGVWR: 8,599 MAXIMUMENGINE: V64 WHEEL ABSA/C AND
 HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE:
 __FORD__ MODEL: _TRANSIT 150 XL WAGON__

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

07092520000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073.
 No Longer Available
 VEHICLE, MINI CARGO VAN, ALTERNATIVE FUEL, 2 PASSENGERGVWR: 5,000 MINIMUMENGINE: 4-CYLINDER4 WHEEL ABSA/C AND
 HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: __FORD__ MODEL: TRANSIT CONNECT CARGO VAN

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0		\$0.000000	\$0.00			\$0.00	\$0.00

06066200000 - DO NOT USE. Use 5- or 7-digit code.
 MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0		\$0.000000	\$0.00			\$0.00	\$0.00

40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV
 TRUCK TRANSPORT DELIVERY

Approved: 

Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

- Bid number not on envelope/package/box
- Bid responses with multiple bid numbers in same envelope not properly identified
- Bid responses received late
- Bid responses not signed/not original signature
- Bid responses not notarized/not original signature of notary and/or notary expiration
- Bidder notarized own signature
- Required information not submitted with bid response
- Failure to submit the original bid and a complete exact copy
- Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

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As a condition for award of this bid, the vendor acknowledges the following:

“By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.”

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit <https://www.e-verify.gov/>

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.

*****STANDARD TERMS and CONDITIONS*****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, <https://procurement.staars.alabama.gov>. Vendors wishing to respond to Requests for Bids (RFB) must be subscribed. Once registered, you may subscribe by clicking the “Pay Subscription Fee” link at the top of the VSS home page. Payments must be made by credit or debit card.

Subscribed Vendors should provide their VSS-assigned vendor number on all bid submissions. Doing so prevents unnecessary delays in verifying that a vendor is presently subscribed in VSS. Bid responses will not be accepted from non-subscribed vendors.

In the event a vendor fails to provide its VSS-assigned vendor number or provides an incorrect number, the State reserves the right to clarify this information with the vendor. Failure of the vendor to provide the requested clarification within five (5) calendar days may result in the vendor’s response being rejected as non-responsive. A vendor’s subscription must be maintained throughout the term on an active contract, to include any renewal periods.

Non-appropriation of funds

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration

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Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Intent to Award

The State of Alabama – Division of Purchasing will issue an ‘Intent to Award’ before a final award is made. The ‘Intent to Award’ will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14). All protest communications filed via email must be sent to protests@purchasing.alabama.gov

Alternate Bid Response

Unless stated elsewhere in this Request for Bid (RFB) the State of Alabama will accept and evaluate alternate bid submittals on any Request for Bid’s (RFBs) provided the response meets all bid requirements.

Internet Website Link’s

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this Request for Bid (RFB).

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A “Preferred Vendor” shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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Award:

Award will be to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle. See provided **SAMPLE** life cycle cost form.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancelation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees.

Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Alternative Fuel:

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates to the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

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Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Due to the fact that State Purchasing has no control over the U.S. Postal Service and that mail can get lost, it would be advisable for agencies to fax a copy of their purchase order to the contract vendor with a note that it is a copy and that the vendor's copy should be received in the U.S. mail within a few days.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must fax the delivery notification to the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to

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Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement.

Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:

To establish a statewide contract for alternative fuel vehicles for State agencies, all vehicles must be E-85 fuel compatible. Pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

MANDATORY PRE-BID CONFERENCE:

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to

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attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: September 17, 2015
TIME: 9:30 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 16000000010

NOT TO EXCEED AMOUNT:

Begin Date: 11/17/2015

Procurement Folder: 4404

Expiration Date: 11/15/2020

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 11/13/19

Version Number: 10

CONTACT INFORMATION

REQUESTOR:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

ISSUER:

Crist Watts
334-242-4291
crist.watts@purchasing.alabama.gov

BUYER:

Patrick Hemme
334-242-7173
Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

T191A - VEHICLES, ALTERNATIVE FUEL-E85

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000049701: Donohoo Chevrolet
1000 Greenhill Blvd Nw
Fort Payne AL 35967

Contact:

Chad Johnson
2568453525 EXT: 1
Cjohnson@Donohoochevrolet.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$34,661.000000	\$0.00			\$0.00	\$0.00
07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. UTILITY VEHICLE, PASSENGER, 2 WHEEL DRIVE, CHEVROLET TAHOE VEHICLE, FULL-SIZE SUV, ALTERNATIVE FUEL2-WHEEL DRIVE, 8 PASSENGER MINIMUMWHEELBASE: 116" MINIMUMENGINE: V84 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: ____CHEVROLET____ MODEL: __TAHOE____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$37,391.000000	\$0.00			\$0.00	\$0.00
07042780000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. UTILITY VEHICLE, PASSENGER, 4 WHEEL DRIVE, CHEVROLET TAHOE VEHICLE, FULL-SIZE SUV, ALTERNATIVE FUEL4-WHEEL DRIVE, 8 PASSENGER MINIMUMWHEELBASE: 116" MINIMUMENGINE: V84 WHEEL ABSA/C AND HEAT - FRONT AND REARAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: ____CHEVROLET____ MODEL: ____TAHOE____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$24,736.000000	\$0.00			\$0.00	\$0.00
07093620000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VAN, 8 PASSENGER, FULL-SIZE, CHEVROLET EXPRESS VEHICLE, FULL-SIZE VAN, ALTERNATIVE FUEL, 3/4 TON,8 PASSENGERGVWR: 8,600 MINIMUMENGINE: V64 WHEEL ABSA/C AND HEATAM/ FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: ____CHEVROLET____ MODEL: __EXPRESS____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$24,736.000000	\$0.00			\$0.00	\$0.00
07093620000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VAN, 12 PASSENGER, FULL-SIZE, CHEROLET EXPRESS VEHICLE, FULL-SIZE VAN, ALTERNATIVE FUEL, 12 PASSENGERGVWR: 8,600 MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: __CHEVROLET____ MODEL: _EXPRESS____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$28,196.000000	\$0.00			\$0.00	\$0.00
07093620000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VAN, 15 PASSENGER, FULL-SIZE,CHEVROLET EXPRESS VEHICLE, FULL-SIZE VAN, ALTERNATIVE FUEL, 1 TON, 15 PASSENGERGVWR: 9,100 MINIMUMENGINE: V84 WHEEL ABSA/C AND HEATAM/ FM RADIOAUTOMATIC TRANSMISSIONCRUISE CONTROLPOWER WINDOWS, LOCKS, AND MIRRORSTILT STEERINGMAKE: __CHEVROLET____ MODEL: EXPRESS____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$22,396.000000	\$0.00			\$0.00	\$0.00
07092520000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VAN, CARGO, 2 PASSENGER, FULL SIZE, CHEVROLET EXPRESS VEHICLE, CARGO VAN, ALTERNATIVE FUEL, 2PASSENGER (EQUIVALENT TO 12-PASSENGER VAN)GVWR: 8,500 MINIMUM4 WHEEL ABSA/ C AND HEATAM/FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: ____CHEVROLET____ MODEL: _EXPRESS____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$22,396.000000	\$0.00			\$0.00	\$0.00
07092520000 - DO NOT USE: To be deactivated. Use Classes 071, 072, 073. VAN, , MINI CARGO, 2 PASSENGER, CHEVROLET EXPRESS VEHICLE, MINI CARGO VAN, ALTERNATIVE FUEL, 2 PASSENGERGVWR: 5,000 MINIMUMENGINE: 3.6L V64 WHEEL ABSA/C AND HEATAM/ FM RADIOAUTOMATIC TRANSMISSIONTILT STEERINGMAKE: _CHEVROLET____ MODEL: __EXPRESS____								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0		\$0.000000	\$0.00			\$0.00	\$0.00

COMMODITY / SERVICE INFORMATION

06066200000 - DO NOT USE. Use 5- or 7-digit code.
MISCELLANEOUS PARTS, OPTIONS AND ACCESSORIES

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0		\$0.000000	\$0.00			\$0.00	\$0.00

40515904056 - (Inventory) GASOLINE, UNLEADED SUPER , TRUCK TRANSPORT DELIV
TRUCK TRANSPORT DELIVERY

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

Final

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Authority:

The Department of Finance Code of Administrative procedure, Chapter 356-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Bid Response Instructions:

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.
2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.
3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.
4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.
5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.

Bid rejection:

Bidders shall not place any qualification, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
 Bid responses with multiple bid numbers in same envelope not properly identified
 Bid responses received late
 Bid responses not signed/not original signature
 Bid responses not notarized/not original signature of notary and/or notary expiration
 Bidder notarized own signature
 Required information not submitted with bid response
 Failure to submit the original bid and a complete exact copy
 Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and Citizen Protection Act (Act 2011-535 and as amended by Act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeqa.alabama.gov

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*****STANDARD TERMS and CONDITIONS *****

Vendor Registration and Subscription Fee

Vendors may receive bid notices by registering at the State of Alabama vendor self-service (VSS) portal, [HYPERLINK "https://procurement.staars.alabama.gov"](https://procurement.staars.alabama.gov). Vendors wishing to respond to bids must be subscribed. Bid responses will not be accepted from non-subscribed vendors. Once registered you may subscribe by clicking the "pay subscription fee" tab at the top of the VSS home page. Payments must be made by credit or debit card. Vendors should provide their VSS assigned vendor number on all bid responses. A vendor's subscription must be maintained throughout the term of an awarded contract, to include renewal periods.

Intent to Award

The State of Alabama – Division of Purchasing will issue an 'Intent to Award' before a final award is made. The 'Intent to Award' will continue for a period of five (5) calendar days, after which the award will be final provided there are no protests. Upon final award, all rights to protest are forfeited. A detailed explanation of this process may be reviewed in the Alabama Administrative Code – Chapter 355-4-1(14).

Alternate Bid Response

Unless stated elsewhere in this Invitation-to-Bid (ITB) the State of Alabama will accept and evaluate alternate bid submittals on any ITB's provided the response meets all bid requirements.

Internet Website Link's

Internet and/or website links will not be accepted in bid responses as a means to supply any requirements stated in this (Invitation-to-Bid) ITB.

Product Delivery, Receiving and Acceptance

In accordance with the Universal Commerce Code (Code of Alabama, Title 7), after delivery, the State of Alabama has the right to inspect all products before accepting. The State will inspect products in a reasonable timeframe. Signature on a delivery document does not constitute acceptance by the State. The State will accept products only after satisfactory inspection.

Sales Tax Exemption

Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A)(11), the State of Alabama is exempt from paying sales tax. An exemption letter will be furnished upon request.

Invoices

Inquiries concerning invoice payments are to be directed to the receiving agency.

Bid Responses and Bid Results

Unevaluated Bid Responses are available on our website at www.purchasing.alabama.gov. The complete bid file will be made available for review in the Division of Purchasing by scheduling an appointment. We do not provide copies of bid files.

Foreign Corporation – Certificate of Authority

Alabama Law provides that a foreign corporation (an out-of-state company/firm) may not transact business in the State of Alabama until it obtains a Certificate of Authority from the Secretary of State. Section 10-2B15.01, Code of Alabama 1975. To obtain forms for a Certificate of Authority, contact the Secretary of State, Corporations Division, (334) 242-5324. The Certificate of Authority does not prevent the vendor from submitting a bid.

Alabama Preferred Vendor

A "Preferred Vendor" shall be a person, firm, or corporation that is granted preference priority by meeting all of the following criteria as established by the Code of Alabama Section 41-16-20.

Priority 1. Produces or manufacturers the product within the State.

Priority 2. Has an assembly plant or distribution facility for the product within the State.

Priority 3. Is organized for business under the applicable laws of the State as a corporation, partnership, or professional association and has maintained at least one retail outlet or service center for the product or service within the State for not less than one year prior to the deadline date for the competitive bid.

Preferred vendor status must be indicated on the pricing page(s) of your bid response in order to be considered for preferred vendor preference. By signing this bid, you affirm that the item(s) indicated meet all three criteria of a preferred vendor.

Bid item(s) meeting the criteria of preferred vendor where pricing is within 1% of the lowest compliant bid may be considered for award by the awarding authority.

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Award:

Award will be to the lowest responsible bidder meeting all specifications. However, life cycle costing will be used to determine the lowest responsible bidder based on a 5 year/ 55,000 mile residual value listed in the NADA guide, or the average rate of depreciation as calculated by money-zine.com for the make/model year vehicle bid.

The life cycle cost residual value will be calculated by ALDOT's Office of Fleet Management during the evaluation by using the NADA guide for the month in which the bid is opened for the bid on a 2016 make/model year of that exact vehicle for a 2011 make/ model year with standard options. If the make and model year of vehicle bid is not listed in the NADA guide, money-zine.com will be used to calculate the average rate of depreciation which will be the total life cycle cost for that vehicle. See provided **SAMPLE** life cycle cost form.

Each awarded vehicle will also be awarded a vehicle option line and a vehicle delivery line. These line items will not be used in the calculation of the total life cycle cost nor will they figure into the award evaluation. The unit price for those line items must be left blank.

Bid withdrawal prior to award, vendors will have until 5:00 pm central time on the 3rd business day after the bid opening to withdraw any bid price. Bid prices not withdrawn will stand and any resulting contract awarded must be honored for the term of the contract period. Failure to withdraw pricing as outlined above may result in the cancelation of the contract, and the vendor being barred from bidding on future bids for an indeterminate period. Bid withdrawals must be submitted to the buyer in writing. Emailed letters on vendor's letter head will be accepted.

Delivery charges:

There are no delivery charges for delivery of vehicles within a twenty (20) mile radius. Delivery charges will be from the contract vendor's dealership to the delivery destination. The maximum charge for delivery is \$1.50 per mile, calculated one way from the contract vendor's dealership to the delivery destination. Delivery mileage can be calculated via any internet mapping tool. Documentation showing mileage calculations may be requested from the agency, State Purchasing, or the ordering entity and must be provided within two (2) business days from the date of request.

In State Dealership:

Effective June 3, 2015, **Act 2015-306, SB20**, amends Section 23-1-50.1, Code of Alabama 1975, to require that state motor vehicles acquired for the Fleet Management Program of the Department of Transportation or other state operated motor vehicle acquisition program must be purchased or leased from a motor vehicle dealership located in this state.

Administrative fee:

Awarded bidder(s) are to pay the State an administrative fee for all sales made under this contract. This fee will be 1% (0.01) of the total dollar amount for all sales. The fee is to be paid each month before the 20th and will represent a single, one-time payment for all sales made in the prior month and as adjusted for errors associated with earlier months. This fee is not to be listed as a separate cost on invoices. The awarded bidder(s) will be required to provide a summary report each month before the 20th listing sales made during the prior calendar month. This report is to include the report contract number, purchasing entity, sales amount, and fee amount. A report is due even when there is no activity. This report is to be sent electronically to telecom.admin@isd.alabama.gov. A copy of the summary report is to also accompany the payment. The remittance is to be identified with the reporting month and contract number.

Remittance is to be payable to the "State of Alabama Department of Finance" and be sent to:

Alabama Department of Finance
Division of Accounting and Administration
PO Box 300658
Montgomery, Alabama 36130-0658

The definition of sale, for the purpose of this bid only, will be at the time of vehicle delivery and acceptance by the agency. Administrative fees will be due by the 20th of the month following the month of delivery. For example, administrative fees for vehicles delivered during the month of April will be due by the 20th of May.

Only the base vehicle price will be used toward the "total dollar amount" for calculating the administrative fees.

Administrative costs, such as title fees and charges for options will not be included in the calculation of the administrative fees.

Failure to comply with the provisions of this term and conditions as outlined above, will result in the cancelation of the contract, and the vendor's possible debarment from doing business with the State of Alabama for an indeterminate period

Vehicles, Alternative Fuel:

Production/close-out dates:

This contract is for the current year model only. The manufacturer determines production and close out dates, which will be provided by the awarded vendors to State Purchasing at the earliest possible date. State Purchasing will then post these dates to the contract online.

Delivery dates shown on the contract are estimates only, as dealers do not have control over production schedules.

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Agencies are encouraged to order as soon as the contract(s) are put in place. Orders placed just before the vendor cut-off dates run the risk of delayed delivery and possible order cancellation.

Due to the fact that State Purchasing has no control over the U.S. Postal Service and that mail can get lost, it would be advisable for agencies to fax a copy of their purchase order to the contract vendor with a note that it is a copy and that the vendor's copy should be received in the U.S. mail within a few days.

Delivery/pick-up:

If vehicle delivery exceeds twenty (20) miles, vehicle(s) will either be picked-up at the contract dealership, or delivered to the delivery destination per the delivery charges term and condition with the cost of delivery added to the PO on the vehicle delivery line.

When vehicles are ready to be pickup at the dealership the contract vendor must fax the delivery notification to the ordering agency. The ordering agency will make every effort to pick up the vehicle(s) within seven (7) calendar days.

All vehicles delivered/picked up must have 2 sets of keys and a minimum of 5 gallons of fuel.

Warranty cards and service policy must accompany each vehicle when they are delivered/picked-up, as the warranty will go into effect at this time. Vehicles must also be serviced and ready for use at time of delivery/pick up.

All titles, fees, as well as other charges, are to be paid by the contract vendor. The vendor must furnish a prepaid certificate of title in the name of the agency that purchased the vehicle(s). The title will change upon acceptance of delivery to the agency.

Standard features and options:

"Purchasing optional equipment on state motor vehicles that is unnecessary for the proper functioning of the automobile or safety of the driver and passengers" is prohibited by state law on this contract.

All vehicles shall come equipped with all standard equipment and options as shown as part of the base vehicle. This standard equipment and options on the base line must be factory installed.

Options not listed as part of the awarded base vehicle must be sold under the vehicle option line and must be factory installed, unless approved by state purchasing prior to award, and must be sold at dealer invoice cost.

All vehicles being ordered with additional options beyond those shown on the base vehicle contract line must have a quote from the awarded vendor showing the options code and dealer invoice price.

Vehicles sold under this contract must be free of dealership logos, decals, or advertising.

Colors:

Vehicles must be factory colors with matching interior. Colors will be stated on the purchase order. If no color is specified, the vendor will order with factory white color with matching interior.

Passenger vans disclaimer:

Some vans that appear on this contract do not conform to federal school bus safety standards and they may not be sold for use as school buses or activity buses.

Contract period:

Establish a 12 month contract with an option to extend for a second, third, fourth, and fifth 12 month period with the same pricing, and terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Ordering process:

Purchases for state agencies will be made by contract release orders showing specific shipping information. Cities, counties, school systems and other political subdivisions will be responsible for issuing their own purchase orders directly to the vendor.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to

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Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Manufacturer, Stock/Model numbers:

At the end of each line item where spaces are marked MFR" and MODEL, the vendor is to indicate the manufacturer and model necessary to complete each unit as specified.

Descriptive literature:

Vendors may be required to provide complete descriptive, technical literature for evaluation. Reference to literature with a previous bid or to a website will not satisfy this requirement. Literature, if requested, must be provided within 5 business days from the date of request. The literature must show the line item number on the bid and the make/model. Failure to provide the literature as outlined above will result in the rejection of your bid on that line item.

Physical inspection and operational evaluation may also be required without cost or obligation to the State of Alabama.

Requested information:

Any additional information requested from a vendor must be furnished within five (5) days from receipt of request.

Firm Pricing:

All prices quoted must be firm for a period of one (1) year from the vendor's notification of award.

OPTIONS PRICING:

All options must be sold at dealer invoice cost. All options must be factory installed unless otherwise noted on the options price list supplied to state purchasing by the awarded vendor. Options pricing must be supplied to the agency within 2 business days from date of request. Agencies may request standard features to be deleted, if Possible, with a reduction to the vehicle cost. This reduction will be shown on the quote, invoice, requisition, and purchase order as a negative cost. Proof of dealer cost may be requested and must be supplied within 2 business days from the date of request. Failure to provide proof of dealer cost may result in contract cancellation.

Vendors must not enter a price on the unit price line for vehicle options or vehicle delivery. The prices for these line items will be quoted at the time the vehicle is ordered. Only the price pages with prices for the line items you are bidding on need to be returned.

QUOTES:

When vendors supply a quote to an agency, individual priced options must show for the base vehicle price (which matches the contract bid price). Items included in the base bid price (such as title, fuel, keys, warranty, etc.) must not be shown as separate cost on option quotes.

It would be helpful for vendors to notate the contract and line number on any quotes provided to agencies.

CREDIT APPLICATIONS/BUSINESS LICENSES, ETC:

Vendors may not require any state or other governmental entity buying from this contract to complete credit applications or any other forms.

State agencies or other local governmental entities purchasing from this contract may not require vendors to obtain business or other licenses or complete any other forms.

PURPOSE:

To establish a statewide contract for alternative fuel vehicles for State agencies, all vehicles must be E-85 fuel compatible. Pricing may be made available to other local governmental agencies, Such as cities, counties, schools, universities, etc. Non-Government agencies, such as non-profit are not eligible to purchase from this contract regardless of funding.

Payment terms: All state agencies and universities payment terms are net 30 after vehicle delivery and receipt of correct invoice.

All other local governmental entities payment terms are upon vehicle delivery and receipt of correct invoice.

* Note: vendors may charge State or other Governmental entities purchasing from this contract interest on late payments, in accordance with Code of Alabama 41-16-3.

Quantity:

The exact quantity of purchases for each item listed is not known. The division of purchasing does not guarantee that the state will purchase any quantity.

MANDATORY PRE-BID CONFERENCE:

There will be a mandatory pre-bid conference for all vendors wishing to bid on this RFB. Vendors will be required to sign-in at the mandatory pre-bid conference. Only those vendors that are signed-in will be allowed to bid on this RFB. Failure to

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attend the mandatory pre-bid conference or failure to sign-in will result in the rejection of your bid. Vendors attending the pre-bid conference should come prepared to ask questions relative to this RFB. To conserve time, vendors should submit their question(s) in advance. The question(s) must be submitted to the buyer in writing via the email listed on page one of this FRB. Questions must be submitted in a timely manner prior to the pre-bid conference in order to allow for a proper response. Time permitting the question(s) will be answered via response of the questions submission. All questions received and answered prior to the pre-bid conference will also be addressed during the conference. Any resulting changes to the specifications or terms and conditions will be published in the form of an amendment to this RFB. The Mandatory Pre-Bid Conference will be as follow:

DATE: September 17, 2015
TIME: 9:30 am
PLACE: State Purchasing
100 North Union Street, Suite 192
Montgomery, AL 36104